the reversion in the land allotted to her, and that she will put this surrender upon the record in a formal manner. Now, I cannot conceive of any valid objection to this arrangement by which the widow will get less than her dower interest in the whole estate. I must assume, and do assume, in the absence of proof to the contrary, that no injustice has been done to any of these parties by the commissioners. That they have received their fair proportions of the estate of their ancestor, and that the share allotted to the widow in fee simple is no more than an equivalent for her dower interest, and if so, what right have any of the parties to object if she willingly surrenders a portion of her share, thus taking less than the law would give her. She was entitled to one-third of the whole estate for life; she agrees to take less than a third for life, and to this I see no objection.

When the last survey has been passed by the examiner general, and the necessary act done to perfect the arrangement, a final decree will be passed.

ALEXANDER and MCLEAN, for Complainants.
B. T. B. WORTHINGTON, for Exceptants.

FERNANDO WOOD
vs.
JOHN PATTERSON AND THE NASHVILLE INS. CO.
} MARCH TERM, 1850.

[PRACTICE IN CHANCERY—INJUNCTION—MISTAKE.]

UPON a motion to dissolve an injunction, the responsive averments of the answer in the absence of countervailing testimony are to be taken as true, and if the facts constituting the equity of the bill are denied by such positive responsive averments, the injunction must be dissolved.

Equity has jurisdiction to grant relief in cases where parties have done acts or entered into contracts under a mistake or ignorance of a material fact: and this power is not confined to cases where a fact has been studiously suppressed or concealed by one of the parties, but embraces many cases of innocent ignorance and mistake on both sides.